Texas

Company Tracking Number:

TOI: L071 Individual Life - Whole Sub-TOI: L071.201 Early Duration Reduced Benefit - Level

Premium - Any Policy Design

State Status: Approved-Closed

Product Name: Graded Death Benefit Whole Life Insurance - 9906

Project Name/Number: /

### Filing at a Glance

Company: American-Amicable Life Insurance Company of Texas

Product Name: Graded Death Benefit Whole SERFF Tr Num: AAMC-127021607 State: Arkansas

Life Insurance - 9906

TOI: L07I Individual Life - Whole SERFF Status: Closed-Approved- State Tr Num: 47958

Closed

Sub-TOI: L07I.201 Early Duration Reduced

Benefit - Level Premium - Any Policy Design

Filing Type: Form Reviewer(s): Linda Bird

Co Tr Num:

Author: Traci Baty Disposition Date: 02/17/2011

Date Submitted: 02/10/2011 Disposition Status: Approved-

Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

#### **General Information**

Project Name: Status of Filing in Domicile: Authorized
Project Number: Date Approved in Domicile: 01/21/2011

Project Name: Status of Filing in Domicile: Authorized Date Approved in Domicile: Approved by Approv

Requested Filing Mode: Review & Approval

Domicile Status Comments: Approved by Texas, our State of Domicile.

Explanation for Combination/Other: Market Type: Individual Submission Type: New Submission Individual Market Type:

Overall Rate Impact: Filing Status Changed: 02/17/2011
State Status Changed: 02/17/2011

Deemer Date: Created By: Traci Baty

Submitted By: Traci Baty

Corresponding Filing Tracking Number:

Filing Description:

Cover Letter Under Supporting Documentation.

## **Company and Contact**

#### **Filing Contact Information**

SERFF Tracking Number: AAMC-127021607 State: Arkansas 47958

Filing Company: American-Amicable Life Insurance Company of State Tracking Number:

Company Tracking Number:

TOI: L07I Individual Life - Whole Sub-TOI: L07I.201 Early Duration Reduced Benefit - Level

Premium - Any Policy Design

Product Name: Graded Death Benefit Whole Life Insurance - 9906

Texas

Project Name/Number:

Clara Keel, Product Filing Manager and ckeel@aatx.com

**Assistant Secretary** 

425 Austin Avenue 254-297-2794 [Phone] Waco, TX 76701 254-297-2138 [FAX]

**Filing Company Information** 

State of Domicile: Texas American-Amicable Life Insurance Company of CoCode: 68594

Texas

425 Austin Avenue Group Code: 1327 Company Type: LAH State ID Number: Waco, TX 76701 Group Name:

(254) 297-2777 ext. [Phone] FEIN Number: 74-2179909

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## **Filing Fees**

Fee Required? Yes Fee Amount: \$50.00 Retaliatory? Yes

Fee Explanation:

Per Company: No

**COMPANY AMOUNT** DATE PROCESSED TRANSACTION #

American-Amicable Life Insurance Company of \$50.00 02/10/2011 44603897

Texas

Texas

Company Tracking Number:

TOI: L071 Individual Life - Whole Sub-TOI: L071.201 Early Duration Reduced Benefit - Level

Premium - Any Policy Design

Product Name: Graded Death Benefit Whole Life Insurance - 9906

Project Name/Number: /

# **Correspondence Summary**

#### **Dispositions**

Status	Created By	Created On	Date Submitted
Approved-	Linda Bird	02/17/2011	02/17/2011

Texas

Company Tracking Number:

TOI: L071 Individual Life - Whole Sub-TOI: L071.201 Early Duration Reduced Benefit - Level

Premium - Any Policy Design

Product Name: Graded Death Benefit Whole Life Insurance - 9906

Project Name/Number: /

## **Disposition**

Disposition Date: 02/17/2011

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AAMC-127021607 State: Arkansas 47958

Filing Company: American-Amicable Life Insurance Company of State Tracking Number:

Texas

Company Tracking Number:

TOI: L07I Individual Life - Whole Sub-TOI: L07I.201 Early Duration Reduced Benefit - Level

Premium - Any Policy Design

Product Name: Graded Death Benefit Whole Life Insurance - 9906

Project Name/Number:

Schedule Item	Schedule Item Status Public Access
Flesch Certification	Yes
Application	Yes
Life & Annuity - Acturial Memo	No
Cover Letter	Yes
Graded Death Benefit Whole Life	Yes
	Flesch Certification Application Life & Annuity - Acturial Memo Cover Letter

Texas

Company Tracking Number:

TOI: L071 Individual Life - Whole Sub-TOI: L071.201 Early Duration Reduced Benefit - Level

Premium - Any Policy Design

Product Name: Graded Death Benefit Whole Life Insurance - 9906

Project Name/Number: /

#### **Form Schedule**

#### **Lead Form Number:**

Schedule	Form	Form Type	Form Name	Action	Action Specific	Readability	Attachment
Item	Number				Data		
Status							
	Form No.	Policy/Con	t Graded Death	Initial		53.000	AR AA11-
	AA11-AR-	ract/Fraterr	Benefit Whole Life				9906 Graded
	9906	al	Insurance				Death Benefit
		Certificate					Whole Life
							Insurance.pdf

# American-Amicable Life Insurance Company of Texas

P.O. Box 2549 / Waco, Texas 76702-2549 / (254) 297-2777

We will pay the Death Benefit of this Policy to the Beneficiary, as provided herein, if the Insured dies while this Policy is in force. Payment will be made when we receive Due Proof of the Insured's Death, and will be subject to the terms of this Policy.

This Policy is a legal contract between the Owner and the Company. The consideration for this contract is the application and payment of the first premium. The first premium must be paid on or before delivery of this Policy.

If Proceeds under this policy, including the refund of any unearned premiums, are not paid within 30 days after due proof of death of the Insured has been furnished the Company, we will pay interest on such proceeds at the rate of 8% per year from the date due proof of death is furnished to the date such Proceeds are paid.

SIGNED AT THE HOME OFFICE ON THE DATE OF ISSUE.

Secretary

President

#### **CANCELLATION DURING FIRST 30 DAYS**

You may return this Policy within 30 days after delivery if you are not satisfied with it for any reason. The Policy may be returned to us or to the agent through whom it was purchased. Upon surrender of the Policy within the 30 day period, it will be void from the beginning, and we will refund any premium paid.

GRADED DEATH BENEFIT WHOLE LIFE INSURANCE
PREMIUMS PAYABLE FOR PERIOD SPECIFIED ON PAGE THREE
NON-PARTICIPATING

READ YOUR POLICY CAREFULLY

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#### **DEFINITIONS**

Where used in this Policy:

"American-Amicable of Texas", "we", "our", "us", or "the Company" means American-Amicable Life Insurance Company of Texas.

"You" or "Your" means the Owner of this Policy as defined.

"Net Cash Value" is the Cash Value less any Indebtedness on this Policy.

"Due Proof of Death" means those documents and written instruments required by the Company to verify the death of the Insured, as well as the documents and written instruments necessary to establish the right of the person or persons claiming the benefits to receive those benefits claimed.

"Recorded by the Company" or "Recorded" means actual receipt and modification of the Company's records according to normal Company procedures.

"Indebtedness" means the principal of any outstanding policy loan on this Policy, together with due and accrued policy loan interest.

"Policy Anniversary Date" means the same day and month as the Date of Issue shown on Page 3 for each succeeding year.

"Home Office" means American-Amicable Life Insurance Company of Texas, located in Waco, Texas.

"Maturity Date" means the policy anniversary following the Insured's 100th birthday.

BENEFIT DESCRIPTION PAGE

ANNUAL PREMIUM

WHOLE LIFE INSURANCE - REDUCED DEATH BENEFIT FIRST TWO YEARS

\$ 578.10 TO AGE 100

TOTAL ANNUAL PREMIUM \$ 578.10

ISSUED METHOD OF PAYMENT – ANNUAL \$ 578.10

OTHER METHODS OF PAYMENT SEMIANNUAL \$ 300.04

QUARTERLY \$ 151.46 MONTHLY \$ 50.88

PREMIUM CLASS: NON-TOBACCO

INSURED: JOHN DOE FACE AMOUNT: \$10,000

AGE: 55 DATE OF ISSUE: JANUARY 12, 2011

POLICY NUMBER: XXXXXXXXXX MATURITY DATE: JANUARY 12, 2056

POLICY YEAR ONE: 30% OF FACE AMOUNT

POLICY YEAR TWO: 70% OF FACE AMOUNT

POLICY YEAR THREE

AND THEREAFTER: 100% OF FACE AMOUNT

INSURED: JOHN DOE FACE AMOUNT: \$10,000

AGE: 55 DATE OF ISSUE: JANUARY 12, 2011

POLICY NUMBER: XXXXXXXXXX MATURITY DATE: JANUARY 12, 2056

#### TABLE OF GUARANTEED VALUES

#### WHOLE LIFE INSURANCE – REDUCED DEATH BENEFIT FIRST TWO YEARS

END OF	CAGII	EXTENDE	
POLICY	CASH	INSURA	
YEAR	VALUE	YEARS	DAYS
01	0	0	0
02	70.80	0	0
03	272.80	3	180
04	480.40	5	126
05	692.90	6	277
06	909.70	7	336
07	1,129.50	8	323
08	1,351.50	9	235
09	1,575.40	10	85
10	1,801.40	10	252
11	2,029.90	11	15
12	2,261.50	11	105
13	2,496.80	11	163
14	2,736.10	11	192
15	2,978.90	11	199
16	3,224.40	11	186
17	3,470.60	11	159
18	3,716.10	11	119
19	3,961.10	11	66
20	4,206.10	11	1
END OF AGE			
60	692.90	6	277
62	1,129.50	8	323
65	1,801.40	10	252
70	2,978.90	11	199

NONFORFEITURE INTEREST RATE: 5.0%

VALUATION TABLE: 2001 CSO ALB MALE, NONSMOKER REINSTATEMENT INTEREST RATE: 6% ANNUAL RATE

INSURED: JOHN DOE FACE AMOUNT: \$10,000

AGE: 55 DATE OF ISSUE: JANUARY 12, 2011

POLICY NUMBER: XXXXXXXXXX MATURITY DATE: JANUARY 12, 2056

#### TABLE OF GUARANTEED VALUES

#### WHOLE LIFE INSURANCE – REDUCED DEATH BENEFIT FIRST TWO YEARS

BEGINNING OF POLICY YEAR	DEATH BENEFIT	BEGINNING OF POLICY YEAR	DEATH BENEFIT
01	3,000*	24	\$ 10,000
02	7,000*	25	10,000
03	10,000	26	10,000
04	10,000	27	10,000
05	10,000	28	10,000
06	10,000	29	10,000
07	10,000	30	10,000
08	10,000	31	10,000
09	10,000	32	10,000
10	10,000	33	10,000
11	10,000	34	10,000
12	10,000	35	10,000
13	10,000	36	10,000
14	10,000	37	10,000
15	10,000	38	10,000
16	10,000	39	10,000
17	10,000	40	10,000
18	10,000	41	10,000
19	10,000	42	10,000
20	10,000	43	10,000
21	10,000	44	10,000
22	10,000	45	10,000
23	10,000		,

#### **GENERAL PROVISIONS**

**CONFORMITY WITH STATE STATUTES AND REGULATIONS.** Any provision of this Policy which conflicts with the valid insurance laws or regulations of the state of residence of the Insured, at the time that the application for this Policy is approved for issue by the Company at its Home Office, will be deemed to be amended or deleted to the extent necessary for the provisions of this Policy to be in conformity with such conflicting laws and regulations.

**CONTRACT.** This Policy is a legal contract that you have entered into with us. You have paid the first premium and have submitted an application. We have relied on the statements made in the application for this Policy. These statements, in the absence of fraud, are considered representations and not warranties. A copy of such application is attached to this Policy. In return, we promise to provide the insurance coverage described in this Policy.

The entire contract consists of:

- 1. The basic Policy; and
- 2. The riders that add benefits to the basic Policy, if any; and
- 3. Endorsements, if any; and
- 4. The attached copy of your application, and any amendments or supplemental applications.

**DATE OF ISSUE - EFFECTIVE DATE.** The Date of Issue, which is the effective date of this Policy, is the date on which the first premium is due. The Date of Issue is also the date from which all policy years, anniversaries, and premium due dates are determined.

**OWNER.** The Owner of this Policy will be the Insured unless another person is designated Owner in the application for this Policy. During the Insured's lifetime, the Owner may exercise every right the Policy confers or we allow (subject to the rights of any assignee of record, and to any endorsement on this Policy limiting such rights).

**BENEFICIARY.** The Beneficiary as named in the application, or later changed by the Owner, will receive the Death Benefit Proceeds upon the death of the Insured. Unless the Owner has stated otherwise, in writing, to the Home Office of the Company:

- 1. If any Beneficiary dies before the Insured, that Beneficiary's interest will terminate.
- 2. If no Beneficiary survives the Insured, Proceeds will be paid to the Owner, if then living; otherwise to the estate of the Owner.

CHANGE OF OWNERSHIP OR BENEFICIARY. The Owner, or someone authorized to act for the Owner by valid court order, may change the Ownership or the Beneficiary at any time during the lifetime of the Insured, unless a previous designation provides otherwise. Applicable law may require a Beneficiary or a Successor Owner to have an insurable interest in the life of the Insured. To make a change, the Owner must send a written request to our Home Office in a form acceptable to us. The change will go into effect when we have recorded the change. However, after the change is recorded, it will be deemed effective as of the date of the written request for change. The change will be subject to any payment made, or action taken, by us before the request is recorded. The Company assumes no responsibility for the legality or sufficiency of any Beneficiary designation or ownership change.

**COMMON DISASTER.** If we cannot determine whether a Beneficiary or the Insured died first in a common disaster, we will assume that the Beneficiary died first, unless applicable law or an endorsement to this Policy provides otherwise.

**ASSIGNING THE POLICY.** During the lifetime of the Insured and while this Policy is in force, the Owner may assign this Policy as security for an obligation, subject to the written consent of any irrevocable beneficiary. We will not be bound by an assignment unless it is received in writing at our Home Office in a form acceptable to us. Two copies of the assignment must be submitted. We will retain one copy and return the other. We will not be responsible for the validity of any assignment.

#### **GENERAL PROVISIONS** (Continued)

**NON-PARTICIPATION.** This Policy will not pay dividends. It will not participate in any of our surplus or earnings.

**INCONTESTABILITY.** We will not contest the validity of this Policy after this Policy has been in force during the Insured's life for 2 years from the Date of issue.

If the Owner reinstates this Policy as provided by the Reinstatement provision, this Policy will be incontestable as to statements made in the reinstatement application after 2 years from the effective date of the reinstatement.

This incontestability provision does not apply to any Disability or Accidental Death Benefit.

**SUICIDE.** If the Insured dies as a result of suicide, within 2 years from the Date of Issue, we will limit the Death Benefit Proceeds to the premiums paid less any Indebtedness on this Policy.

**AGE OR SEX INCORRECTLY STATED.** If the Insured's age or sex has been incorrectly stated in the application, we will adjust the Death Benefit Proceeds. The Proceeds payable will be that which the premium would have purchased at the Date of Issue for the correct age and sex. By age we mean age last birthday as of the Date of Issue.

PAYMENTS. All payments of benefits under this Policy will be made from our Home Office.

#### WHEN THIS POLICY TERMINATES. This Policy will terminate if:

- 1. The Owner requests that this Policy be terminated; or
- 2. The Insured dies; or
- 3. The Policy matures; or
- 4. The premium is in default at the end of the grace period, except as otherwise provided in the Guaranteed Values provisions. The date of default will be the due date of the premium in default.

**REINSTATEMENT.** This Policy may be reinstated at any time within 5 years after default unless this Policy was surrendered for cash, if the following requirements are met:

- 1. Evidence of insurability, satisfactory to the Company, must be furnished; and
- 2. All past due premiums with compound interest at the reinstatement interest rate of 6% a year must be paid; and
- 3. Any Indebtedness with interest at the annual policy loan interest rate of 7.4% payable in advance, from the date of default to the date of reinstatement, must be paid or reinstated.

The effective date of reinstatement will be the date we approve the application for reinstatement.

If a rider is attached to this Policy, its coverage will be reinstated according to the Reinstatement provision of this Policy, unless such provision conflicts with the express provision of the rider.

**CHANGING THE TERMS OF THE POLICY.** Any change in the Policy must be approved in writing at our Home Office by one of our officers. Any approved change will be endorsed on the Policy. No agent has the authority to make any changes or waive any of the terms of the Policy.

#### **PREMIUMS**

**PAYMENT OF PREMIUMS.** Premiums are payable for the number of years shown on Page 3 or until the Insured's earlier death. Premiums are payable in advance at our Home Office. A premium receipt signed by an Officer of the Company will be furnished upon request. Premiums may be paid annually, semi-annually, quarterly or monthly.

#### PREMIUMS (Continued)

The Owner may change the frequency of payment provided a premium payment will become due on each policy anniversary. A premium paid by check will be considered paid only after the bank has credited our account with collected funds.

**GRACE PERIOD.** The grace period is a period of 31 days following the due date of each premium after the first. The Owner may pay the premium at any time during the grace period without interest. During the grace period, the Policy will remain in force, but the premium will be in default. The date of default is the date the unpaid premium is due. If the premium is not paid by the end of the grace period, this Policy will terminate, as of the date of default, except as provided in the Guaranteed Values provisions. If death occurs during the grace period, the premium for the policy month in which death occurred will be deducted from the Death Benefit Proceeds.

#### **PROCEEDS**

Proceeds mean the amount payable on the Maturity Date, the surrender of this Policy or on the death of the Insured. On the Maturity Date, the Proceeds will be the Net Cash Value at that time. If the Policy is surrendered before the Maturity Date, the Proceeds will be the Net Cash Value at that time.

If the Insured dies while this Policy is in full force:

- a) The Proceeds will be determined by the policy year at the time of the Insured's death as shown on the Benefit Description Page 3 of this Policy. Under no circumstance will the Proceeds payable exceed the face amount shown on the Benefit Description Page 3.
- b) The Proceeds will be reduced by any Indebtedness and any premium due and unpaid. Proceeds will be increased by any premium paid that applies to a period beyond the end of the month in which the Insured's death occurs.

**PAYMENT OF PROCEEDS.** All Proceeds are payable at our Home Office. We may require the return of this Policy before approving changes or paying Proceeds. The Proceeds are subject first to any Indebtedness to us and then to the interest of any assignee of record. Payments to satisfy any assignment will be paid in a lump sum.

#### **GUARANTEED VALUES PROVISIONS**

**CASH VALUE.** The Owner may surrender this Policy for its Net Cash Value as defined on Page 2. If all premiums have been paid, the guaranteed cash value is as shown in the Table of Guaranteed Values on page 3A of the Policy. The Table shows values at the end of the policy years. The Cash Value is:

- 1. The Guaranteed Cash Value; plus
- 2. Any part of a premium paid for coverage beyond the policy month in which the Owner surrenders this Policy.

**AUTOMATIC PREMIUM LOAN OPTION.** If a premium on this Policy is not paid by cash by the end of the grace period, a policy loan will be made to pay such premium if the following conditions are met:

- 1. The Owner must have elected the Automatic Premium Loan Option while no premium was in default. (the election, if not made in the application for this Policy, may be made later by sending written notice to our Home Office); and
- 2. The Loan Value must be enough to pay the premium in default with interest to the next policy anniversary. At that point the policy will lapse.

This provision may be revoked by filing a written request with the Company.

If the Loan Value is not sufficient to cover the entire amount of any premium due, no automatic loan will be made and the premium will be in default. The Net Cash Value will then be used under Option 2 of the

#### **GUARANTEED VALUES PROVISIONS (Continued)**

"Options Upon Default of Payment of Premium" provision below. If this Policy is issued in a Rated Premium Class, the Net Cash Value will be used under Option 2 of that provision. Interest on a premium loan will be charged from the premium due date. Otherwise the terms of the Policy Loan provision will apply.

**OPTIONS UPON DEFAULT OF PAYMENT OF PREMIUM.** The Owner may elect one of the following options, effective on the default in the payment of premium. Election must be made by written request to the Company at its Home Office no later than 60 days after the unpaid premium was due. If the Automatic Premium Loan or other election is not made, Option 2 of this section will be effective.

**Option 1 --** Surrender this policy for the Net Cash Value. The Net Cash Value within 60 days of default is the Net Cash Value on that date. The Company may defer payment of the Net Cash Value for a period of up to 6 months from the date of request.

**Option 2 --** Continue this Policy as Extended Term Insurance. The amount of insurance will be the face amount of this Policy less any Indebtedness. The term of Extended Term Insurance will begin on the date the unpaid premium was due. It will continue for such term as the Net Cash Value will purchase at the net single premium rates. Extended Term Insurance may be surrendered for its Net Cash Value as of the date of surrender.

**BASIS OF VALUES.** Guaranteed values and net single premiums are based on the mortality tables and interest rate shown on Page 3A. Net single premiums are at the then attained age of the Insured. The Cash Values are calculated by the Standard Nonforfeiture Method using the mortality table and interest rate shown on Page 3A. Computations assume that premiums are paid annually and the deaths occur at the end of a policy year.

The Cash Value within a policy year is adjusted for lapse of time and premiums paid for any portion of the policy year. Within 31 days after any policy anniversary, and in the absence of a policy loan, the Cash Value will not be less than the Cash Value on such anniversary. Any additional agreement which is part of this Policy will not increase the Cash Value unless specifically provided by the agreement. All values are greater than or equal to those required by the insurance law of the State of Texas and any state in which this Policy is delivered. The detailed method of calculation of values is on file at the insurance department in the state in which this Policy is delivered.

When continued as Extended Term Insurance, this Policy's Cash Value is the present value of future benefits.

#### **POLICY LOAN PROVISIONS**

You may take a policy loan at any time while this Policy is in force. You may borrow an amount which is equal to or less than the Policy's Loan Value. The Loan Value will be the Cash Value less:

- 1. Any prior outstanding loan, plus interest accrued; and
- 2. Interest on the amount to be borrowed to the next policy anniversary.

**LOAN INTEREST.** The Annual Policy Loan Interest Rate is 7.4% payable in advance. On each policy anniversary, loan interest for the next year is due in advance. Interest not paid when due will be added to the loan.

**HOW YOU MAY REPAY A POLICY LOAN.** You may repay all or part of a policy loan at any time, except that:

- 1. Repayment may be made only while this Policy is in force and prior to the death of the Insured; and
- 2. A partial repayment must be at least \$10.00.

Any Indebtedness will be deducted from any settlement of this Policy.

#### **POLICY LOAN PROVISIONS** (Continued)

At any time your policy loan exceeds the Cash Value, this Policy will lapse. However, at least 31 days prior notice must be mailed by us to your last known address and to any assignee of record, if any.

**WE CAN DELAY PAYMENT.** We can delay loaning you money for up to 6 months, or the period allowed by law, whichever is less. However, we cannot delay loaning you money if the amount is to be used to pay a premium to us.

**OBTAINING A LOAN.** You may obtain a policy loan by written request and assignment of the Policy as sole security for the loan.

#### **SETTLEMENT OPTIONS**

**ELECTION OF A SETTLEMENT OPTION.** The Owner, by written request satisfactory to the Company, may elect any Settlement Option described below while the Insured is living subject to the provisions of this Policy. If an option is not elected prior to the death of the Insured, the Company will pay the Proceeds in one sum to the Beneficiary or other person lawfully entitled to receive the same, unless such person elects a settlement option.

PAYEE. The Payee is the person or persons entitled to receive payments under a Settlement Option.

**AVAILABILITY OF OPTIONS.** The Company may pay the then balance of the Proceeds in one sum if:

- 1. The Proceeds are less than \$5,000; or
- 2. The amount on deposit under Option 1 or 2 below becomes less than \$2,000; or
- 3. Periodic payments are, or become, less than \$100; or
- 4. The Payee is not the person first entitled to payment; or
- 5. The Payee is an assignee, estate, trustee, partnership, corporation or association.

**EFFECTIVE DATE OF SETTLEMENT OPTION.** If an election has previously been made, the effective date will be the date of death or surrender. If no election is in effect when the Proceeds become payable in one lump sum, the date of election will be the effective date. The first installment, under Options 3, 4, 5, or 6 below, will be paid by the Company upon receipt of Due Proof of the Death of the Insured.

**BASIS OF PAYMENT OPTIONS.** The annual guaranteed interest rate used for each option shown in the Option Tables is 3.0%. An interest rate in excess of the guaranteed rate may be used at the discretion of the Company. The mortality table used for Options 5 and 6 is the Annuity 2000 Mortality Table.

**LIFE INCOME AND AGE.** When Proceeds are payable to the Owner as a result of a cash surrender or maturity of the Policy, and the Owner selects a settlement option providing for periodic payments, the continuance of the periodic payments will be based on the life of the Insured. The amount of the periodic payments will be based upon the attained age of the Insured at the time of surrender or maturity. Upon the death of the Insured the life income payable to the Beneficiary will be based on the life and age of that Beneficiary. Age in each instance is the age on the last birthday before the date the first installment is payable. The Company may require evidence of age or of survival.

**OPTION 1 -- DEPOSIT --** Left on deposit with interest to accumulate. Interest is compounded annually. Proceeds and all accumulated interest are payable at the end of a period mutually agreed upon.

**OPTION 2 -- INTEREST INCOME --** Left on deposit, with interest payable periodically. Proceeds and any accrued but unpaid interest are payable at the end of a period mutually agreed upon.

**OPTION 3 -- INSTALLMENTS OF SPECIFIED AMOUNT --** Paid as an income of a specified amount mutually agreed upon, until the Proceeds and interest are exhausted.

**OPTION 4 -- INSTALLMENTS FOR SPECIFIED PERIOD --** Paid as an income for a specified period mutually agreed upon.

#### **SETTLEMENT OPTIONS** (Continued)

**OPTION 5 -- LIFE INCOME WITH GUARANTEED PERIOD --** Paid as an income for life. Payments are guaranteed for 120 months.

**OPTION 6 -- LIFE INCOME WITHOUT GUARANTEED PERIOD --** Paid as an income for life. Payments cease with the last payment due prior to death of the person on whose life the income is based.

**DEATH OF PAYEE**. After the death of the Payee any amounts remaining under Options 1, 2, 3, or 4 or any amounts remaining under the period certain under Option 5 will be continued to the estate of the Payee or paid in a single commuted sum to the estate of the Payee.

**PROTECTION AGAINST CREDITOR.** To the extent permitted by law, Proceeds paid under these options will not be subject to the claims of creditors nor to legal process.

These tables illustrate amounts for each \$1,000 of proceeds applied under the Options listed.

# OPTION 2 INTEREST INCOME

Payable	Interest Payable	
Monthly Quarterly Semi-Annually Annually	\$2.47 7.42 14.89 30.00	

# OPTION 4 INSTALLMENTS

Yrs.	Annual	Monthly	Yrs.	Annual	Monthly	Yrs.	Annual	Monthly
1	\$1,000.00	\$84.47	11	\$104.93	\$8.86	21	\$62.98	\$5.32
2	507.39	42.86	12	97.54	8.24	22	60.92	5.15
3	343.23	28.99	13	91.29	7.71	23	59.04	4.99
4	261.19	22.06	14	85.95	7.26	24	57.33	4.84
5	211.99	17.91	15	81.33	6.87	25	55.76	4.71
6	179.22	15.14	16	77.29	6.53	26	54.31	4.59
7	155.83	13.16	17	73.74	6.23	27	52.97	4.47
8	138.31	11.68	18	70.59	5.96	28	51.74	4.37
9	124.69	10.53	19	67.78	5.73	29	50.60	4.27
10	113.82	9.61	20	65.26	5.51	30	49.53	4.18

# **OPTIONS 5 AND 6**MONTHLY LIFE INCOMES

	120 Inst	ion 5 allments anteed		ion 6 Only		Option 5 120 Installments Guaranteed		Option 6 Life Only		
Age	Male	Female	Male	Female	Age	Male	Female	Male	Female	
25	\$3.08	\$2.99	\$3.08	\$2.99	65	\$5.48	\$5.07	\$5.69	\$5.18	
26	3.10	3.01	3.10	3.01	66	5.62	5.20	5.86	5.32	
27	3.12	3.03	3.13	3.03	67	5.77	5.33	6.04	5.47	
28	3.15	3.05	3.15	3.05	68	5.92	5.47	6.24	5.64	
29	3.17	3.07	3.17	3.07	69	6.07	5.62	6.45	5.82	
30	3.20	3.09	3.20	3.09	70	6.23	5.78	6.67	6.01	
31	3.22	3.11	3.23	3.12	71	6.39	5.94	6.90	6.21	
32	3.25	3.14	3.26	3.14	72	6.56	6.11	7.16	6.44	
33	3.28	3.16	3.28	3.17	73	6.73	6.29	7.43	6.68	
34	3.31	3.19	3.32	3.19	74	6.90	6.48	7.71	6.94	
35	3.34	3.22	3.35	3.22	75	7.08	6.67	8.02	7.22	
36	3.38	3.24	3.38	3.25	76	7.25	6.86	8.35	7.52	
37	3.41	3.27	3.42	3.28	77	7.43	7.06	8.70	7.85	
38	3.45	3.30	3.46	3.31	78	7.61	7.26	9.08	8.21	
39	3.49	3.34	3.50	3.34	76 79	7.78	7.46	9.48	8.60	
33	3.13	3.31	3.30	3.31	75	7.70	7.40	3.10	0.00	
40	3.53	3.37	3.54	3.38	80	7.95	7.66	9.91	9.02	
41	3.57	3.41	3.58	3.41	81	8.11	7.86	10.37	9.47	
42	3.62	3.44	3.63	3.45	82	8.27	8.05	10.86	9.96	
43	3.66	3.48	3.67	3.49	83	8.42	8.23	11.38	10.50	
44	3.71	3.52	3.72	3.53	84	8.56	8.40	11.94	11.07	
45	3.76	3.57	3.78	3.57	85	8.69	8.55	12.54	11.69	
46	3.81	3.61	3.83	3.62	86	8.81	8.70	13.17	12.36	
47	3.87	3.66	3.89	3.67	87	8.92	8.83	13.85	13.08	
48	3.92	3.71	3.95	3.72	88	9.02	8.95	14.56	13.84	
49	3.98	3.76	4.01	3.77	89	9.12	9.05	15.32	14.65	
50	4.05	3.81	4.08	3.83	90	9.20	9.15	16.12	15.50	
51	4.11	3.87	4.15	3.89	91	9.28	9.23	16.97	16.38	
52	4.18	3.93	4.22	3.95	92	9.34	9.30	17.87	17.31	
53	4.25	3.99	4.30	4.01	93	9.40	9.36	18.83	18.26	
54	4.33	4.06	4.38	4.08	94	9.45	9.42	19.85	19.26	
55	4.41	4.13	4.46	4.15	95	9.49	9.47	20.93	20.30	
56	4.49	4.20	4.55	4.23	96	9.53	9.51	22.10	21.39	
57	4.58	4.28	4.65	4.31	97	9.56	9.54	23.38	22.57	
58	4.68	4.36	4.75	4.40	98	9.58	9.57	24.80	23.86	
59	4.78	4.45	4.86	4.49	99	9.59	9.58	26.40	25.31	
60	4.88	4.54	4.98	4.59	100	9.60	9.60	28.22	26.97	
61	4.99	4.63	5.10	4.69	100	7.00		20.22	20.91	
62	5.10	4.73	5.23	4.80						
63	5.23	4.84	5.37	4.92						
64	5.35	4.95	5.52	5.04						
J -	3.33		3.32							

# American-Amicable Life Insurance Company of Texas P.O. Box 2549 / Waco, Texas 76702-2549 / (254) 297-2777

# GRADED DEATH BENEFIT WHOLE LIFE INSURANCE PREMIUMS PAYABLE FOR PERIOD SPECIFIED ON PAGE THREE NON-PARTICIPATING

READ YOUR POLICY CAREFULLY

Texas

Company Tracking Number:

TOI: L071 Individual Life - Whole Sub-TOI: L071.201 Early Duration Reduced Benefit - Level

Premium - Any Policy Design

Product Name: Graded Death Benefit Whole Life Insurance - 9906

Project Name/Number:

# **Supporting Document Schedules**

Item Status: Status

Date:

Satisfied - Item: Flesch Certification

Comments: Attachment:

AR AA11-9906 Readability Certification.pdf

Item Status: Status

Date:

Satisfied - Item: Application

Comments:

Form No. AA9466-AR(Rev.7/09) - July 28, 2009.

Attachment:

AR AA9466(Rev.7-09) Life Insurance Application.pdf

Item Status: Status

Date:

Satisfied - Item: Cover Letter

Comments:

Cover Letter attached.

Attachment:

AR AA11-9906 Cover Letter.pdf

# AMERICAN-AMICABLE LIFE INSURANCE COMPANY OF TEXAS CERTIFICATION

This is to certify that the attached Graded Death Benefit Whole Life Insurance, Form Number AA11-AR-9906 has achieved a Flesch Reading Ease Score of 53 and complies with the requirements of Arkansas Statue 23-80-201 through 23-80-208, cited as the Life and Disability Insurance Policy Simplification Act.

Signature

Clara Keel, FLMI Product Filing Manager & Assistant Secretary

February 10, 2011

## AMERICAN-AMICABLE LIFE INSURANCE COMPANY OF TEXAS

P.O. BOX 2549, WACO, TX 76702-2549 • (254) 297-2777

LIFE INSURANCE APPLICATION (Please print in black ink	)				Telephone Case No:			
Proposed Insured(First) (Middle)	(Last)				Telephone interviev	v completed	☐ Yes	s 🗆 No
Address (No. & Street)	(Last)						🗆 am	n 🗆 pn
	1	7	ip Code		Phone E-mail Address	Best time to		•
City State  Date of Birth		State of		Social S	Security Number	Height	W	eight
☐ Male ☐ Female / /	90			/	/	ft	in	lb
Owner: Name		*****	Relat	ionship		SS#	//	/
Address				ity/State/Zip				
Primary Beneficiary	Relationsh	nip	Conting	gent Benefi	ciary		Relationsh	nip
Plan: Immediate Death Benefit Graded D During the past 12 months have you used tob Face Amount of Insurance \$	eath Benefit ( acco in any fo	•	-		•	☐ Yes ☐ N	0	
Rider: Grandchild/Great Grandchild Coverage (Ind Child Rider Units ADB Amt \$	icate Number	of Child	lren App	lying)		Automatic Loan Elect		
Mode: ☐ Bank Draft ☐ Draft 1st Prem on Req. Date ☐ Other Modal Prem \$		-Check I ollected		ite 1st Prem	Mail Policy To:	-	sured [	] Owne
A. Do you have existing life insurance or an annuity co			□No□	Company	1 4			
B. Will you replace an existing life insurance policy or a		□ Yes [	□No	Policy #	A	mount of Cove	erage \$	
Physician Name:	City	//State:			P	hone:		
<ol> <li>Have you had or been medically advised to have an metastatic cancer, Alzheimer's, dementia, mental in medication for renal insufficiency, kidney failure, living.</li> <li>Have you been medically treated or diagnosed by a (AIDS), AIDS related complex (ARC), or any immune Immunodeficiency Virus (HIV)?</li> <li>Have you been medically diagnosed with diabetes of heart disease, heart attack, coronary artery bypass, heart disease, heart attack, coronary artery bypass, have you ever been medically diagnosed, treated, of disease, Huntington's disease, had an amputation or squamous cell skin cancer) in your lifetime?</li> <li>Within the past 12 months have you:</li> <li>a. been medically diagnosed or treated for angina (che pancreatitis, chronic obstructive pulmonary diseato assist in breathing?</li> <li>b. had a heart attack, aneurysm, heart valve surgery been medically advised to have surgery for brain insertion, defibrillator placement), or any procedu c. been medically diagnosed, treated, or taken medi systemic lupus (SLE)?</li> </ol>	capacity, or her failure, or not medical profedeficiency religional medical profedeficiency religional medical profedeficiency religional medical for interest pain), stroken medical	ave you espirato essional ated dis ared dis circulato nsulin she eation for ease, or r hphysen tery bypa ders (ind circulati ernal car	been di ry failur as havir order or cal history disea nock or or conges more tha 	agnosed, tree?  ng Acquired tested posi  ry of any of se, or perip diabetic con stive heart f an one occu  sis, Hepatiti nic bronchit  ery, angiop but not limi	Immune Deficiency tive for the Human the following: strok heral vascular diseasona?ailure, cardiomyopat rrence of cancer (exist C, chronic hepatiti is, or required oxyge lasty, or stent implanted to catheterization lanoma, leukemia, o	sis) or taken Syndrome Syndrome  ie, TIA, se? hy, Lou Gehrig cluding basal s, chronic n equipment t or had or n, a pacemake	□ Yes	
d. had any diagnostic testing, surgery, or hospitaliza completed or for which the results have not been e. used illegal drugs or abused alcohol or drugs, or h	tion recomme received? nad or been re	ended by ecomme	a medi  nded to	cal professi have treatn	onal which has not b  nent or counseling fo	been or alcohol or	☐Yes	
drug use, or been convicted of any felony or drivin  If any answer to questions 1 through  3. Within the past 24 months have you been medically	ng under the i <b>7 is answere</b> d	nfluence <i>d "Yes"</i>	of alco <i>the Pro</i>	hol or drugs <b>bosed Insu</b> l	s?red is not eligible fo		☐ Yes <i>ge.</i>	□ No
<ul> <li>a. stroke, angina (chest pain), heart attack, aneurysr</li> <li>b. or taken medication for internal cancer, leukemia, disease (COPD), ulcerative colitis, cirrhosis, Hepat</li> </ul>	n, heart or cir melanoma, e	culatory mphyse	surgery ma, chr	or any pro- onic bronch	cedure to improve ci itis, chronic obstruct	ive pulmonary	☐ Yes / ☐ Yes	
c. paralysis of two or more extremeties or any neuro sclerosis, seizures, or Parkinson's disease)?	-muscular dis	sease (ir	cluding	, but not lim	ited to cerebral pals	y, multiple	□Yes	
If any answer to question 8 is answered If all questions 1 through 8 are answered	No" the Prop	opusea Posed In	sured s	snouid app	pry for the Graded l ly for the Immediat	veath Benefit e Death Bene	t Pian. efit Plan.	
orm No. AA9466-AR(Rev.7/09)								

NOTICE
Printed in compliance with Public Law 91-508

Thank you for considering American-Amicable Life Insurance Company of Texas for your insurance needs. This is to inform you that as part of our procedure for processing your insurance application, an investigative consumer report may be prepared whereby information is obtained through personal interviews with your neighbors, friends, or others with whom you are acquainted. This inquiry includes information as to your character, general reputation and personal characteristics. You have the right to make a written request within a reasonable period of time to receive additional detailed information about the nature and scope of this investigation.

MIB PRE-NOTICE
Information regarding your insurability will be treated as confidential. American-Amicable Life Insurance Company of Texas, or its reinsurers, may, however, make a brief report thereon to the MIB, Inc., formerly known as Medical Information Bureau, a non-profit membership organization of life insurance companies, which operates an information exchange on behalf of its members. If you apply to another MIB member company for life or health insurance coverage, or a claim for benefits is submitted to such a company, MIB, upon request, will supply such company with the information about you in its file.

Upon receipt of a request from you, MIB will arrange disclosure of any information in your file. Please contact MIB at 866-692-6901 (TTY 866-346-3642). If you question the accuracy of information in MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. The address of MIB's information office is 50 Braintree Hill Park, Suite 400, Braintree, Massachusetts 02184-8734.

American-Amicable Life Insurance Company of Texas, or its reinsurers, may also release information from its file to other insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits may be submitted. Information for consumers about MIB may be obtained on its website at www.mib.com.

Proposed Insured Name			Relationship		ed Insured Name			Birthdate		nshin
110posed insured Name	OCX	Dirtildate	riolationomp	1100000	od modrod Marin		OCA	Dirtilate	Holati	лыпр
			<u> </u>	<u>                                     </u>					<u> </u>	
PROPOSED CHILDREN'S HEALTH STATE treated for or told by a physician that they in any form, diabetes, sickle cell anemia, s or any respiratory disorder in past 12 mor Children listed as an exception are exc AGREEMENT—I agree with American- belief, all answers and statements conta issued on the basis of such application sh with regard to: (a) the amount of insurance by the Company, I will accept the return o an insurer, submits an application contain AUTHORIZATION—In order to properly clinics, medical or medically-related fac companies and their business associates any way to their insurance plans; the Me	have or eizures, on this. List cluded in Amicab ined in all form ee; (b) ag f any pr ning a fa classify cilities, and the	r had any o Down's Sy st the name from the a ole Life Insu this applic in the entire ge at issue; emium pai alse or dece my applic health plar ose person	If the following radrome, cystices of children to propriate Character Charac	medical condition fibrosis, cerebral hat are exception ill Rider Coveration of Texas (the Complete and comple	ns: Hypertension palsy, hydrocep is to PROPOSED ge. Exceptions a company) as followerectly recorded this contract shall of insurance; of defraud or known of insurance frauze any and all pos, pharmacies of to the insurer's	n, heart or of thalus, para CHILDREN are:  DWS: (1) To d; and (2) Tall be effect r (e) benefitioning that he d.  hysicians, the properties of the properties are business as the properties of the properties are the properties of	the befine is famedica	tory disord or hospitali: ALTH STATI est of my k oplication a thout my w his applicat acilitating a al practition ated facilit ates which	er, maligzed for a EMENT.  nowled and any ritten c ion is do fraud a ners, ho ies; ins are rel	gnancy ge and policy consent eclined against spitals urance ated in
such information to: (a) American-Amicab pursuant to this authorization may be red understand that I may revoke this authorizor the insurance company exercises a leg to the Company address of 425 Austin Avrecords, my application for insurance with All said sources, except the Medical I employment, criminal records or medical to collect and transmit data. I authorize Ar this application. This data may be release performing services in connection with the remain valid for two years from this date. I acknowledge receiving the Fair Credit Accelerated Benefit Rider Disclosure Forms Signed at	le Life Ir isclosed zation ir gal right ve., Wach the Conformat history in ericand to the ais application A copy the Report s, if applications is applications.	nsurance C I and no lor n writing at to contest to TX 7670 ompany will tion Bureau that might -Amicable following: cation; or ( of this autl ing Act Not licable.	ompany of Tex nger covered b any time, exco a claim or the 1. I understan I be rejected. I, are authoriz be required to Life Insurance (a) reinsuring (d) any others norization shal	as; and (b) its rein y federal rules go ept to the extent the policy itself. I may d that if I refuse to determine eligibili Company of Texas companies; (b) the to whom it may be l be as valid as the	surers. I unders verning privacy nat action has by revoke the authorsign this authors is or knowledged by for insurance is to disclose any Medical Informe lawfully require original.  minal Illness Accation	tand that a and confid een taken i horization to e such as a to any age personal o nation Bure red or auth celerated B	ny info entialit in relia by send o releas statem ency en data ga au; (c) orized	ormation the sy of health nice on this ding a write seemy con nents regain ployed by athered who other persist. This auth Rider and	at is dis inform s author ten revo nplete n rding ho r the Co ille proc sons or orizatio Confine	sclosed ation. rizatior ocatior nedica obbies mpany essing groups n shal
сіту		STATE		2 4.0 0.7 (6.0)		MONTH	DAY	Y Y	AR	
SIGNATURE OF PROPOSED IN:	SUBED			-	SIGNATURE OF OWNER (	IE OTHER TUAN D	BUDUELD	INSUPED:		
I certify that I have personally asked ea application the information supplied by hi I certify that the Terminal Illness Accele applicant, if applicable. AGENT'S REMARK	<i>im/her, a</i> rated Be	<i>and I witne.</i> enefit Rider	ssed their sign and Confined	<i>ature.</i> Care Accelerated E	Benefit Rider Dis			-		
AGENT'S PRINTED NAME	······································	***************************************	DATE		AGENT'S PRINTE			***************************************	DATE	
Agentsignature	No:	MARKET TO THE STATE OF THE STAT	_%	Agent	SIGNATURE		No:	:	%	
PREAUTHORIZATION CHECK PLAN - AUT				GE DRAWN						
Insured Financial Institution				Account Ho Address	older	***************************************				
Financial Institution Transit/ABA Number	_Accou	nt Number			g 🗌 Savings	Requested	Draft	Day (1st-2	.8th)	
ATTACH VOIDED CHECK OR DEPOSIT SL As a convenience to me, I hereby recelectronic or paper means, by and payable on life insurance policy, provided there are to each such charge shall be the same as and until you actually receive such notice, be dishonored, whether with or without cardishonor results in the forfeiture of insuran	quest ar e to the e suffici s if it we lagree luse, and nce.	order of Ar ient funds i ere signed that you s d whether i	merican-Amica in said accoun personally by t hall be fully pr	ble Life Insurance t to pay the same ne. This authoriza otected in honorir	e Company of Te upon presenta ation is to remai ng any such che u shall be under	exas, for the tion. I agre n in effect eck. I furthe	e purpe e that until re er agre	ose of pay your rights evoked by e that if ar	ing prei s with re me in v	miums espect writing check
Form No. AA9466-AR(Rev.7/09)	day and									
	AMERIC	CAN-AMICA P.O. E	<b>ABLE LIFE INS</b> BOX 2549, WA	SURANCE COMPA CO, TX 76702-254	 Any of Texas 9					
NO COVERAGE WILL BECOME EFFECTIVE HAS THE AUTHORITY TO ALTER THE TER DO N	MS OR ( ALL PR	CONDITION REMIUM CH	NS OF THIS RE JECKS MUST I	LESS AND UNTIL	HE COMPANY		RECEI	IPT ARE MI	ET. NO A	GENT
Received of							plication	on.		
Date				Agent	_ac mot paymen	on uno ap	, piioalli	J		
If (1) an amount equal to the first full pre the Company's rules, are completed; and ( without modification of plan, premium rate, effective on the latest of (a) the date of applic INCLUDING ANY AMOUNT IN FORCE OR	(3) the postion, on the cation, on the cation, of t	proposed in unt under th or (b) the dat APPLIED FO	d; and if (2) all sured is, on th ne Company's te of the latest i OR, WHICH MA	underwriting reque e date of applicat rules and practices nedical exam requ	ion, a risk accers, then insurance ired by the Comp CCTIVE PRIOR T	otable for ir under the pany. THE A	nsurano policy AMOUI	ce exactly applied for NT OF LIFE	as appl shall b INSUR	ied for ecome ANCE,

If any of the above conditions are not met, the liability of the Company shall be limited to the return of any amount paid.

# American-Amicable Life Insurance Company of Texas

P.O. Box 2549 • Waco, Texas 76702-2549 • 254-297-2777

February 10, 2011

NAIC No. 68594

Mr. Joe Musgrove
Policy and Other Form Filings
State of Arkansas
Department of Insurance
1200 West Third Street
Little Rock, Arkansas 72201-1904
Attention: Compliance - Life and Health

Re: Form No. AA11-AR-9906 – Graded Death Benefit Whole Life Insurance

Dear Mr. Musgrove:

The above referenced form is being submitted for your consideration and approval. The referenced form will not replace any previously approved form.

Form No. AA11-AR-9906 is an individual non-participating Graded Death Benefit Whole Life Insurance policy with reduced death benefit in the first two policy years. The Flesch readability score is 53. The Actuarial Memorandum is enclosed. Issue Ages for this product are 50-85.

The application, Form No. AA9466-AR(Rev.7/09), that will be used when applying for this product was approved by your department on July 28, 2009.

The above referenced submission meets the provisions of Arkansas Rule and Regulation 19 (Unfair Sex Discrimination in the Sale of Insurance) as well as all applicable requirements of the department.

The Company is providing, at time of delivery of the policy, the Arkansas Life and Disability Insurance Guaranty Association disclaimer document as provided in Rule and Regulation 49 (Appendix A).

If I may be of assistance in your review, please contact me at 1-800-736-7311, extension 3216 or ckeel@aatx.com.

Sincerely,

Clara Keel, FLMI

Product Filing Manager & Assistant Secretary

CJK:tad

Enc.

